

## Staff Summary Report

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**Council Meeting Date:** 12/06/07

**Agenda Item No.** 43

**SUBJECT:** Request award of a construction contract to CPC Construction, Inc., and approve a construction change order allowance for Minor Concrete Improvements 2008-2010 and On-Call Maintenance, Repairs or Grading.

**DOCUMENT NAME:** 20071206PWMV04 STREET UPGRADING-MAINT-CONSTRUCTION (0809-05) PROJECT NO. 5401413

**SUPPORTING DOCS:** Yes

**COMMENTS:** Request award of a construction contract in the amount of \$591,660 with CPC Construction, Inc., subject to execution of the final written contract, plus the approval of a construction change order allowance in the amount of \$80,000.

**PREPARED BY:** TOM WILHITE, PRINCIPAL CIVIL ENGINEER (x2921)

**REVIEWED BY:** ANDY GOH, DEPUTY PW MANAGER/CITY ENGINEER (x8896)

**LEGAL REVIEW AS TO FORM:** JENAE NAUMANN, ASSISTANT CITY ATTORNEY (x8402)

**FISCAL NOTE:** Sufficient funds are available in Capital Improvement Fund No. 5401413.

**RECOMMENDATION:** Award construction contract and approve contingency amount.

**ADDITIONAL INFO:** This is an annual, renewable maintenance contract for the repair and replacement of concrete infrastructure, construction of various improvements, and facilitation of a wide range of emergency and on-call construction and repair work. Annual contracts may be extended up to two years in increments of twelve months, with future Council approval.

On November 1, 2007, the following bids were received:

<u>Contractor</u>	<u>Base Bid</u>	<u>Contingency Items</u>	<u>Total Bid</u>
CPC Construction, Inc.	\$591,660	\$17,400	\$609,060
Down to Earth Contracting	\$813,722	\$28,280	\$842,002
Krisdan Company	\$929,535	\$20,367	\$949,902

The bid of CPC Construction, Inc. has been reviewed by staff and found to be in order.

This award is conditioned upon execution of final written contract documents and approved submittals of any required payment bond, performance bond, ensure to insure affidavit, insurance certificates or other documents.

Approved by Glenn Kephart, Public Works Manager

**COPY**

**CONTRACT**

**THIS AGREEMENT**, made and entered into this 6<sup>th</sup> day of December, 2007, by and between the City of Tempe, a Municipal Corporation, organized and existing under and by virtue of the laws of the State of Arizona, party of the First Part, hereinafter designated the **OWNER**, and CPC Construction, Inc., of the City of Gilbert, County of Maricopa, and State of Arizona, party of the Second Part, hereinafter designated as the **CONTRACTOR**:

**WITNESSETH:** That said Contractor, for and in consideration of the sum to be paid him by said Owner, in the manner, amount and at the time hereinafter provided in the "Proposal" and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I - SCOPE OF THE WORK:** The Contractor shall furnish any and all plant, materials, labor, construction equipment, services and transportation (all applicable taxes included) required for performing all work for the installation of the

**MINOR CONCRETE IMPROVEMENTS 2008-2010  
AND ON-CALL MAINTENANCE, REPAIRS OR GRADING  
PROJECT NO. 5401413**

for the sum of Five Hundred Fifty One Thousand Six Hundred Sixty and 00/100 Dollars (\$591,660.00) (Base Bid), and to construct the same and install the material therein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner or his properly authorized agents and strictly pursuant to and in conformity with the Specifications and Plans for the above referenced project(s) and other documents that may be made by the Owner through the Engineer or his properly authorized agents, as provided herein.

**ARTICLE II - CONTRACT DOCUMENTS:** The "Notice to Contractor", "General Provisions", "Special Provisions", "Technical Specifications", "Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction", as amended by the City of Tempe, "Proposal", "Plans", together with "Bid Security", "Performance Bonds", "Payment Bond", and Addenda thereto, if any.

**ARTICLE III - TIME OF COMPLETION:** The Contractor further covenants and agrees at his own proper cost and expense, to do all work and furnish all plant, materials, labor, construction equipment, services and transportation for performing all of the work for the construction of said improvements and to construct the same and install the material therein, as called for by this Agreement free and clear in all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Proposal.

Contract - continued

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereinabove named, on the date and year first herein written.

CITY OF TEMPE  
a Municipal Corporation

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Recommended by:

Andy Cole  
Deputy PW Manager/City Engineer

ATTEST:

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Official Title

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

(Corporate Seal)

The contractor warrants that the person who is signing this Agreement on behalf of the contractor is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.

CONTRACTOR:

CPC Construction Group, Inc.  
Party of the Second Part

27 City  
Name

President  
Title

City of Tempe Transaction Privilege  
License (Sales Tax) Permit No.

07345747H

(Corporate Seal)

Witness: If Contractor is an Individual

Certified to be a true and exact copy

\_\_\_\_\_  
Karen M. Fillmore, Records Specialist